

## **Solicitation Document**

# **PROVIDE DIGITAL SUBSCRIBER LINE (DSL) SERVICE TO THE KING COUNTY WIDE AREA NETWORK**

**CONTRACT AGREEMENT NO. 163586**

**Conformed Document  
Addendum No. 1 August 22, 2000**

**RFP NUMBER: 00-039**

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August 2000



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between King County, Washington, (hereinafter "County") \_\_\_\_\_ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused contract documents for:

**RFP No.:** 00-039

**Contract Title:** Provide Digital Subscriber Line (DSL) Service to the King County Wide Area Network

to be prepared for certain work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly provide the goods and services in a timely manner and that its Proposal includes all of the functions and features required for the goods and services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and services in accordance with the Contract's terms, specifications and Proposal documents;

WHEREAS, by executing this Agreement, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the contract price provided herein for the supply of the goods and services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Specifications, Contract Administration, Introduction, Attachments **A)** Proposal response Form, **B)** Price Proposal, **C)** Personnel Inventory Report, **E)** Affidavit and Certificate of Compliance, **G)** Current or Former King County Employee Disclosure Form, **N)** 504/ADA Assurance of Compliance, RFP Addenda; Request for Proposals; Best and Final Offer; and the Proposal.

**COMPANY NAME:**

\_\_\_\_\_

**KING COUNTY**

**ACCEPTED BY:**

**APPROVED BY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Name and Title (Print or Type)

Date Accepted: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

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## DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ATM: Asynchronous Transfer Mode

Acceptance: Formal action of the County in determining that the Contractor's work has been completed in accordance with the contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Buyer: Individual designated by King County to conduct the contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during contract performance.

Carrier: Firm that specializes in providing DSL data network services, acting under contract to the Contractor

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the services or work under the Contract.

Contract Administrator: The individual designated by the County to administer the contract and be the contractor's primary point of contact. The contract administrator will approve orders, receipts, invoices and document the contractor's performance. This person may be the project manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the contract for the satisfactory performance of the services under the contract.

Contract Period: The period and time during which the Contractor shall perform the services or work under the contract.

Contract Time: Number of calendar days and/or the intermediate and final completion dates stated in the contract documents for the completion of the work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint venturers, contracting with the County for the performance of services or work under the contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County will examine to determine the proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the proposer; potential for successfully accomplishing the contract; risk allocation and the probable cost to the County.

DSL: Digital Subscriber Line.

Day: Calendar day.

Documentation: Technical publications relating to the use of the Software, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to King County.

EMS: Emergency Medical Services

Enhancement: Technical or functional additions to the Software to improve software functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated software problem resulting in program behavior not following the software's logical design and/or Contractor's documentation.

Executive: King County Executive

Final Acceptance: The point when King County acknowledges that the Contractor's software works according to the Contract.

Fix: The repair or replacement of source or object or executable code versions of the Software to remedy an Error.

Functionality: The configuration as specified in the contract documents; i.e., software, software updates, hardware and services shall operate together efficiently.

LAN: Local Area Network.

Month: The period commencing on the first day of a calendar month and ending on the first day of the next succeeding calendar month.

NOC: Network Operations Center

Performance Benchmark: Any structured test, capable of repetition, the results of which purport to measure response time, load capacity, throughput speed, or other elements of Software and Hardware responsiveness. A Performance Benchmark does not include any broad statements regarding use, such as a statement regarding how many records are being processed per month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Previous Sequential Release: A release of Software for use in a particular operating environment which has been replaced by a subsequent release of the Software in the same operating environment. A Previous Sequential Release will be supported by Contractor. Multiple Previous Sequential Releases may be supported at any given time.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for contract administration. This contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the project manager, or his/her designee, to the Proposer identifying contemplated changes in the work and requesting a price estimate from the Contractor; such a document shall not be interpreted or construed to constitute a change order.

Proposer: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Proposal to perform the work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, specifications, and drawings, which are available to Proposers for information and reference in preparing Proposals but not as part of this contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, shall or will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Software: All or any portion of the then commercially available version(s) of the binary computer software programs and enhancements thereto, including source code, localized versions of the binary computer software programs and enhancements thereto, including source code and Documentation delivered by Contractor to King county.

Software Extensions: A modification to the standard panels, screens, workflow processing that are made by King County without changes to the source code.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed or of the technical requirements to be fulfilled under this contract.



Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the work covered by this contract.

Submittals: Information which is submitted to the project manager in accordance with the technical specifications.

Subsection: For reference or citation purposes, subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

System Integration: The installations and operations of all hardware, software and communications components so that they function as an operational environment and in conjunction with each other.

Update: All published revisions to the Documentation and one (1) copy of the new release of the software which are not designated by Contractor as new products.

User Defined Field: A flexible data field for use as desired in an actual implementation. This field is used where the software database and forms do not contain the data element required by business needs. The field can be either a single field or a set of segments.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

WAN: Wide Area Network.

Work: Everything to be done and provided for the fulfillment of the contract.

Workaround: A change in the procedures followed or data supplied to avoid an error without significantly impairing performance of the Software.

**KING COUNTY**  
**REQUEST FOR PROPOSALS AD PAGE**  
RFP NO. 00-039

Proposal Submittal Date 31 August, 2000

Proposals to Provide Digital Subscriber Line (DSL) Service to the King County Wide Area Network will be received by King County, at its Procurement & Contract Services Division, M.S. EXC-FI-0871, Exchange Building, 8th Floor, 821 Second Avenue, Seattle, Washington 98104-1598 until 2:00 p.m. Seattle time on Tuesday, 5 September 2000.

Information may be obtained by contacting the undersigned by E-mail: [jim.engan@metrokc.gov](mailto:jim.engan@metrokc.gov), phone number (206) 684-1053 or FAX number (206) 684-1470, or in person at the above address.

This RFP is available on the Internet at [www.metrokc.gov/finance/procure/exch/html/exch.htm](http://www.metrokc.gov/finance/procure/exch/html/exch.htm) or by using the first part [www.metrokc.gov/finance/procure](http://www.metrokc.gov/finance/procure) and choosing "Procurement Information System..." on the next page choose "Exchange Building" and on the last page look for 00-039. Persons who copy the Document from the Internet must inform the Buyer that they have received the document. If they fail to inform the Buyer, they will not be notified of Addendums as issued. All Addendums must be referenced in the Proposal Response Form.

A Pre-proposal Conference will be held Tuesday, at 2:30 p.m. on Tuesday, 15 August, 2000, in conference room 8A at the Exchange Building, 821 Second Ave., Seattle, Washington, 98104. All prospective Proposers are strongly encouraged to attend. Copies of questions and answers will be sent to all prospective Proposers who received an RFP.

The County reserves the right to reject any and all Proposals submitted or parts thereof, and to waive informalities or minor irregularities.

**This information is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or (206) 689-3413 (TDD).**

King County

Jim Engan  
Contract Specialist

Phone No.: (206) 684-1053  
Fax No.: (206) 684-1470  
E-mail address: [jim.engan@metrokc.gov](mailto:jim.engan@metrokc.gov)

Cost Center No: 2530  
Project Number: 0

Date of Publication: 3 August 2000

## SECTION 1 - PROPOSAL PREPARATION

### 1-1 Introduction

King County expects to award a two year contract, extendable to 5 years, for DSL service that will provide WAN connections for many smaller county offices. The DSL WAN service will be made up of two components. The Uplink Component will be comprised of a high-capacity uplink, connecting a central concentrator/aggregator system with the KCWAN. The Uplink Component will be provided by a company that specializes in providing WAN network services. The Remote Site Component will be comprised of a DSL bridge or router, a DSL leased line, and central concentrator/aggregator equipment/services, monitoring, help desk, repair, and reporting functions. The Remote Site Component will be provided either by the contractor directly or by some other company (one that specializes in providing DSL data network services, hereafter referred to as a Carrier) acting under contract to the Contractor.

### 1-2 Proposal Submission

Proposals shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement & Contract Services Division, M.S. EXC-FI-0871, Exchange Building, 8th Floor, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on Tuesday, 5 September, 2000.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals

### 1-3 Proposal Signature

Each Proposal shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.

### 1-4 Addenda

Each Proposal Response Form, Attachment A, shall include acknowledgment of receipt and review of all addenda issued during the Proposal period.

### 1-5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
<u>3 August 2000</u>	Public announcement of Request for Proposals
<u>15 August 2000</u>	Pre-proposal conference
<u>5 September 2000</u>	Proposals due
<u>1 September 2000</u>	Evaluation/Negotiation of Proposals begins

*During evaluations/negotiations, firms with Proposals judged unacceptable will be notified that they will not be considered further.*

- \* 15 September 2000                      Evaluation/Negotiation complete
- \* 29 September 2000                      Execute contract and issue Notice to Proceed

\*NOTE Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1-6      Inquiries

Inquiries concerning the procurement process shall be directed to Jim Engan, e-mail address: jim.engan@metrokc.gov or at phone number (206) 684-1053 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Division, M.S. EXC-FI-0871, Exchange Building, 8th Floor, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598.

Communications, concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1-7      Preproposal Conference

A preproposal conference will be held at 2:30 p.m., Tuesday, 15 August, 2000, in conference room 8A, Eighth Floor, Exchange Building, 821 Second Ave., Seattle, Washington, 98104. All prospective proposers are strongly encouraged to attend. Copies of questions with answers along with responses from the preproposal conference will be sent to everyone who received an RFP.

1-8      Letter of Intent (Not Used)

1-9      Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Requests for a written interpretation shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) calendar days before the date established for submitting Proposals. Any interpretation deemed necessary by the County will be in the form of an addendum to the RFP and when issued will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All addenda shall become part of the RFP and any subsequently awarded contract. Proposers shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1-10     Examination of Proposal and Contract Documents

The submission of a Proposal shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to the Proposer's Proposal or to any contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances or resolutions.

1-11 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1-12 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1-13 Errors and Administrative Corrections

The County will not be responsible for any errors in Proposals. Proposers will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1-14 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar days will be evaluated at the discounted price.

1-15 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or postpone the date and time for submitting Proposals.

1-16 Compliance with RFP Terms and Attachments

King County intends to award a contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a Notice of Exception must be submitted with the Proposal. The Notice of Exception must identify the specific point or points of exception and provide an alternative.

**Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.**

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if the County determines that a contract in the best interest of the County may be achieved.

1-17 Proposal Requirements

A. The Proposal shall contain the following items and follow the exact sequence outlined below:

1. Executive Summary or Overview of Proposal (optional).

2. Proposals shall respond to the RFP questions listed in Section 7 – PROPOSAL QUESTIONS
  3. Agreement: Sign and submit with proposal.
  4. Attachment A - Proposal Response Form
  5. Attachment B - Price Proposal
- B. Brochures, Booklets or other sales material may be attached to the proposals (optional).
- C. The following attachments will be completed and given to the Buyer for evaluation and inclusion in the contact, when requested.
- Attachment D - Personnel Inventory Report-when requested.  
Attachment E - Affidavit and Certificate of Compliance-when requested.  
Attachment N ADA/504 Assurance of Compliance. Complete and retain the questionnaire when notified by the buyer. Complete the Corrective Action Plan and give to buyer before contract award-when requested.
- D. Submit two (2) copies of the Proposal and attachments. One copy shall be unbound to facilitate reproduction.

1-18 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion will be considered. The County's determination shall be final.

1-19 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1-20 Proposal Price and Effective Date

The Proposal price shall include everything necessary for the prosecution and completion of the contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Prices quoted on the Proposal Response Form shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the

Proposal price. The County will pay any Washington State sales/use taxes applicable to the contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price. The Proposal shall remain in effect for 120 calendar days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1-21 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County shall have the right, in its sole discretion, to extend the Proposal acceptance period for an additional sixty (60) days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1-22 Protest Procedures

A. Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:

1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
4. The specific ruling or relief requested; and
5. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.

B. Who May Protest.

1. Protests based on specifications. Any prospective Bidder/Proposer.
2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an IFB or ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.

C. Time to Protest. Protests based on specifications or other terms in the RFP, ITB, or IFB document which are apparent on the face of said document must be received by the County no later than ten calendar days prior to the date established for submittal of Bids/Proposals. Protests based on other circumstances must be received by the County within five calendar days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all bids are rejected or after award of the Contract.

- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager shall investigate the Protest and shall respond in writing to the Protest prior to the award of contract. Except as provided below, the decision of the Procurement Manager shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an error of law or regulation. The following procedures shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
    - i. Name, address, and telephone number of the person protesting or their authorized representative;
    - ii. A copy of the written decision of the Manager; and
    - iii. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
  2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar days of receiving the Procurement Manager's decision.
  3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and shall thereafter issue a final determination regarding the Request for Reconsideration. No other information will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1-23 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the work to be done or process to be followed while a County employee.

All bidders, proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the work or services if awarded the contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this contract. In addition, after award, the Contractor is responsible for notifying the County's project manager of current or former County employees who may become involved in the contract any time during the term of the contract



**PART 1: NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- A. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor will, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to

employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more under this Request for Proposals shall, after the proposer receives written notice of selection, submit the following:
  - 1) A Personnel Inventory Report on the form provided by the County.
  - 2) An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available from the Minority and Women's Business Enterprise and Contract Compliance Division, phone (206) 684-1330.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200 In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative

action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.

- B. Non-Discrimination During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontracts and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Record-Keeping Requirements The Contractor shall maintain, for at least 12 months after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontracts and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract. Contractor shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
- 1) Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  - 2) Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  - 3) Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  - 4) Establishing delivery schedules, where the requirements of this Contract permit, that encourage participation by small businesses, including M/WBEs.
  - 5) Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
  - 6) Utilizing the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- 1) Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
  - 2) Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
  - 3) Utilizing the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. Sanctions for Violations Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

- A. Site Visits King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

#### **PART 5: 504 AND AMERICANS WITH DISABILITIES ACT** *(Not applicable to contracts only supplying tangible goods.)*

- A. The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance and shall submit it to the County prior to the County executing this contract. Such Assurance of Compliance will be incorporated herein by this reference.
- B. If the Contractor has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Contractor is in the same location. In this instance, the Contractor will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA.

#### **1-25 Proposal Alternatives**

Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

#### **1-26 Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your proposal. If you have questions, or need additional

information, please contact the King County ADA Coordinator, (206) 296-7706 or the Department of Finance M/WBE Compliance Supervisor, (206) 689-4593.

## **SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD**

### **2-1 General**

Proposals will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request best and final offers and determine which Proposal is the most advantageous to the County for contract award. The PET's recommendation is subject to review and approval.

### **2-2 Changes in Requirements**

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation will be issued to all firms originally solicited and to any firms added to the original list.

### **2-3 Proposal Evaluation**

The PET will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2-4 Evaluation of the Best and Final Offer

After requesting Best and Final Offers, if requested, the PET will evaluate the Proposal or Proposals which have been preliminarily identified as most advantageous through analysis of information derived from the Proposal, the County's records, other relevant sources and information provided by the Proposer. The PET may request that the Proposer provide additional information, explanation and documentation such as the following:

A. Responsiveness

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to provide references from customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided and the name and phone number of contact persons with such parties.
2. The following elements will be given consideration by the County in determining whether a Proposer is responsible:
  - a. the ability, capacity and skill of the Proposer to perform the contract or provide the service required;
  - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
  - c. whether the Proposer has the financial resources and experience to perform the contract properly and within the times specified;
  - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
  - e. the previous and existing compliance by the Proposer with laws relating to public contracts or services, including, but not limited to, minority and women business enterprise and equal employment opportunity requirements;
  - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
  - g. such other information as may be secured having a bearing on the decision to award the contract.

Proposers shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary personnel, when requested by the County. Refusal to provide such information when requested will cause the Proposal to be rejected.

C. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the work as required. When requested, the required financial information shall include:

1. audited financial statements such as balance sheets, five (5) statements of income, statements of cash flow and stockholders' equity for each of the most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
2. documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the work called for hereunder;
3. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the work called for hereunder; and
4. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.
5. the Proposer shall supply when requested written authorization for the County to contact their bank and the independent accountant, and written authorization requiring the bank and independent accountant to provide the information to the County regarding financial capability.

The PET may find that the Proposer appears fully qualified to perform the contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET shall evaluate the qualifications of the next ranked Proposer for award of the contract. A Proposer bypassed for award by the PET for whatever reason shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

D. Financial Reporting

The Proposer shall provide a current copy of its Dun and Bradstreet report if requested by the County.

2-5 Scoring and Evaluation Criteria

The PET will score each Proposal on the evaluation and adequacy of the Proposer's responses and on additional available relevant information. The criteria, listed in descending order of importance, used by the PET in evaluation of proposals shall include the following:

- A. Pricing
- B. Uplinks/Multiple Carriers
- C. Support
- D. Company Information, the stability and viability of the proposer
- E. Acceptance of King County Terms and Conditions
- F. References



- G. Security
- H. Sites
- I. Service Area
- J. Maintenance
- K. Network Availability
- L. Outage
- M. Reporting
- N. Initial
- O. Billing
- P. Growth
- Q. Protocol
- R. Implementation Schedule

Additional criteria utilized in the evaluation are cited in the RFP and questions. In the event clarification questions are issued to proposers, oral presentations or demonstrations are requested, the scoring will be adjusted to reflect the new information.

#### 2-6 Competitive Range

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, best and final offer and negotiations.

#### 2-7 Negotiations

The County may enter negotiations with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract.

#### 2-8 Contract Award

Contract award, if any, will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a contract to the Proposer offering the lowest price. The County shall have no obligations until a contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

#### 2-9 Insurance Requirements

The Proposer to whom the County awards a contract pursuant to this RFP shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance shall be submitted within ten calendar days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal.

2-10 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the contract shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a contract will be issued. Upon receipt by King County of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2-11 Public Disclosure of Proposals

Proposals submitted under this RFP shall be considered public documents and with exceptions provided under public disclosure laws Proposals which are recommended for contract award will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

## **SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS**

### **3-1     Administration**

This contract is between the County and the Contractor who will be responsible for providing the goods and/or performing the services described herein. The County is not party to defining the division of work between the Contractor and its subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the contract must be disclosed according to Attachment G; and the County will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this contract may be monitored and reviewed by a contract administrator appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to the contract administrator for response.

### **3-2     Change Orders**

The County may, at any time, without notice to the sureties, by written order, make any change in the work within the scope of this contract. No oral order or conduct by the County will constitute a change order unless confirmed in writing by the County.

If any change order causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, an equitable adjustment in the contract price, the delivery schedule, or both shall be made and the contract modified in writing accordingly. Every change order may require a cost/price analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar days after receipt of a written change order from the County. Upon request from the Contractor, the County may extend the five (5) day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract. No claim will be allowed for any costs incurred more than ten days before the Contractor gives written notice, as required in this section.

### **3-3     Cost/Price Analysis**

Cost/price analysis will be required by the County for the evaluation of proposals, best and final offers, negotiations, change orders, terminations, revisions to contract requirements or other circumstances as determined by the Buyer.

3-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract, the contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; provided that the Contractor shall have ten (10) calendar days to cure the default. The Contractor will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract; the contract termination agreement, applicable laws and regulations.

The termination of this contract shall in no way relieve the Contractor from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to the county's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and
2. The Contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this

contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this contract. If any party is rendered unable, wholly or in part, by act of nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County shall be entitled to exercise any remedies otherwise provided for in this contract, including Termination for Default.

3-6 Payment Procedures

A. Invoices

Invoices shall be furnished by the Contractor for goods and/or services, which have been delivered or provided to the County, to:

King County  
Accounts Payable M/S EXC-FI-0878  
821 Second Avenue  
Seattle, Washington 98104-1598

**Important** -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar days after receipt of an invoice, the County will pay the Contractor for authorized goods and/or services satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

3-7 Washington State Sales Tax

The County will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-8 Taxes, Licenses, and Certificate Requirements

This contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide the services or supplies under this Contract.

3-9 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-10 Defective Work, Materials or Services

Prior to final acceptance hereunder, when and as often as the County determines that the work, materials or services furnished under the contract are not fully and completely in accordance with any requirement of the contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3-11 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by the County shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

3-12 Assignment

No party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the parties. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3-13     Limitation of Liability

A.     Patent and Copyright Indemnity

So long as King County gives Contractor prompt notice of any infringement claim brought against King County regarding the Software and King County gives Contractor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Contractor shall, in its reasonable judgment and at its option and expense: (i) obtain for King County the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if Contractor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that must be returned to Licensee. Contractor shall have no liability to indemnify or defend King County to the extent the alleged infringement is based on: (i) a modification of the Software the County or others authorized by the County; or (ii) use of the Software other than in accordance with the Documentation. Notwithstanding this section, King County retains the right and ability to defend itself against any claims that the Licensed Software infringes any patent or copyright. If King County chooses to defend itself or enter into a settlement agreement without Contractor's prior knowledge, consent, and specific agreement to pay costs, King County understands that Contractor will not indemnify King County for its costs and expenses.

B.     Indemnification For All Other Actions

Each party shall protect, defend, indemnify and save harmless the other party, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages for injuries to persons and/or damage to tangible property, arising out of or in any way resulting from each party's own acts or omissions to the extent each party is liable for such acts or omissions. In the event the indemnified party incurs any costs including attorneys fees to enforce the provisions of this paragraph, all such costs and fees shall be recoverable from the Indemnitor.

C.     Worker's Compensation Liability.

Contractor's indemnification obligation shall include but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor expressly waives by mutual negotiation, with respect to the County only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

D.     Limitation of Liability

Except for King County's intentional and willful violations of Contractor's intellectual or proprietary rights, which can be attributed to King County management, neither party will be liable for any indirect, incidental, special or consequential damages, including but not limited to lost data or profits, however arising, even if it has been advised of the possibility of such damages. Excluding damages incurred under the paragraphs entitled "Patent and Copyright Indemnity" and "Indemnification for all other Actions" either party's liability for damages to the other under this Agreement shall be limited to 200% of the amount paid or received under this agreement. The parties agree to the allocation of liability of risk set forth in this section.

3-14 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, which forum shall have sole and exclusive jurisdiction and venue.

3-15 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or provide work, services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this contract with the County to perform or provide work, services or material, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

3-16 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar days of the date in which the Contractor knows or should know of the question or claim. The buyer will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the Procurement Services Division Manager shall be a condition precedent to litigation hereunder.



All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-17 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

3-18 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor shall maintain books, records and documents of its performance under this contract in accordance with generally accepted accounting principles. The Contractor shall maintain and retain for a period of not less than six (6) years after the date of final acceptance of contract work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this contract and invoicing for supplies or services and any payments resulting from change orders or claims. In addition, the Contractor shall maintain the financial information used in the preparation or support of any change orders or claims.
2. The Contractor shall ensure that its subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the subcontractors and suppliers of their portions of the work under this contract.

B. Audit Access

1. The County and its authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its subcontractors for the purpose of inspection, cost/price analysis, audit or other reasonable purposes related to this contract. The County and its representatives and designees shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits will be conducted by auditors selected and paid for by the County. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor

shall fully cooperate with the County or its auditor(s) during audits and inspections, and provide all requested documentation.

3. If an audit is commenced more than sixty (60) days after the date of final acceptance of contract work, the County will give reasonable notice to the Contractor of the date on which the audit will begin.
4. The Contractor shall maintain records relating to the pricing of spare parts. The County will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls and other data and records involving the contract.

3-19 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor shall, when requested by the contract administrator, provide documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor shall furnish the content by price/volume of recycled and non-recycled material used, and shall furnish an explanation of the reason that recycled materials were not used.

## **SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS**

### **4-1 Contract Documents and Precedence**

The documents constituting the contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence as listed on the "Agreement".

### **4-2 Contract Period**

The period of this Contract shall be two (2) years, commencing on the date of execution of this Contract. Upon written notice by King County, this Contract may be extended for three (3) additional one year periods. During extension periods, all terms and conditions of this Contract shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

### **4-3 Contract Agreement**

Contract award will occur when King County signs the Agreement and issues the Contract Agreement. No other act of the County shall constitute contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Agreement and describing the awarded goods and/or services. The Contract Agreement will establish the Contract value and incorporate the terms of this document, but will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager will issue Purchase Orders detailing the goods and/or services to be delivered.

### **4-4 Purchase Orders**

Purchase Orders will be issued referencing this Contract Agreement number. The Purchase Orders will define and authorize the delivery of goods and services by the Contractor with a "not to exceed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the contract terms, funding or other matters subject to Subsection 3-2 Change Orders.

### **4-5 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges will be rejected by the County.

### **4-6 Cost Mark-Up**

Contractors shall not mark up subcontractor costs and Other Direct Costs (ODCs). The cost for subcontractor management shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

### **4-7 Direct Costs Related to Additional Work**

Direct costs for additional work shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If a person does not request government rates, he/she may be personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301, App.A.
- C. Accommodation rates shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, will be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art work and models; and, computer programming and data entry costs shall be billed without markup.
- G. Authorized subcontract services; provided that the limitations set forth in the above paragraphs shall be applicable to such subcontract services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

#### 4-8 Guarantee/Warranty

The Contractor guarantees the goods and services furnished under this Contract will be free from defects in material and workmanship, and will conform with all requirements of this contract, for a period of one (1) year from date of delivery of such goods and/or services to the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or services found defective within that period, regardless of who actually corrects the defect.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County will charge-back the cost for such warranty repair to the Contractor.

The Contractor shall ensure that the warranty requirements of this contract are enforceable through and against the Contractor's suppliers, vendors, distributors and subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors

and subcontractors. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under this contract.

The Contractor, upon notice of award of the contract, shall promptly provide to the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and subcontractors covering parts, components, subcomponents and systems procured through this contract. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and subcontractors.

If the original parts or equipment manufacturer provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County shall receive the increased warranty benefits.

The termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or services corrected shall be subject to this subsection to the same extent as the goods or services initially provided.

This guarantee shall be in addition to any other express warranties or any implied warranties or remedies provided by this contract or by law, and in addition to any other rights or remedies available to the County under this contract or by law. No provision in this subsection shall be construed to limit the liability of the Contractor for work not done in accordance with the contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law.

The Contractor shall ensure the County receives warranty related work from its suppliers, distributors, proposers and subcontractors.

#### 4-9 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this contract or with the completed work. The Contractor and the Contractor's sureties shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the contract, the Contractor shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and be satisfactory in all respects to the County.

#### 4-10 Nondisclosure of Data

Data provided by King County either before or after contract award shall only be used for its intended purpose. Proposers, vendors, contractors and subcontractors shall not utilize nor distribute the King County data in any form without the express written approval of King County.

4-11 Implementation

System configuration and prototyping is the primary responsibility of the Contractor. The system shall be configured, prototyped, refined, tested, updated and documented by the Contractor. King County will accept the system for roll out only after a successful user acceptance test is performed.

The Contractor shall not be relieved of its obligation to provide a completely integrated system if King County creates interface programs.

4-12 Non-Disclosure Obligation

While providing the Service required under this Contract, the Contractor may encounter licensed technology, Software, Documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor shall, with regard to such information and material received or used in performance of this contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The AGREEMENT imposes no obligation upon the contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a Third (3<sup>rd</sup>) Party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a Third (3<sup>rd</sup>) Party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the Third (3<sup>rd</sup>) Party's confidential information. The Contractor may disclose confidential information if so required by law, provided that the Contractor notifies King County that the Third (3<sup>rd</sup>) Party of such requirement prior to disclosure.

4-13 Equipment and Software Support

During the warranty period, equipment and software support shall be as described in the Maintenance Agreement Attachment that will be negotiated with the contractor.

4-14 System Enhancements, Upgrades, and Replacements (Not Used)

4-15 No Prototype Components

All proposed hardware, software and associated items, should be in production and be used by customers comparable to King County at the time of the proposal. Test or prototype items must be clearly identified as such. A sufficient inventory of the proposed product must be available to meet delivery requirements.

4-16 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 3-2 change orders.

4-17 Counterparts

This Contract may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

4-18 Severability

Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

## SECTION 5 - INSURANCE REQUIREMENTS

### 5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to provide such insurance in a time-frame acceptable to the King County shall enable King County to suspend or terminate the Contractor's work hereunder in accordance with contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this contract shall not relieve the Contractor from its insurance obligations hereunder.

### 5-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Automobile Liability



Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. “Professional Services”, for the purpose of this Contract section shall mean any services provided by a licensed professional.

4. Workers’ Compensation

Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or “Other States” State Law.

5. Employers Liability or “Stop Gap”:

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers’ Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
- b. To the extent of the contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and subcontractors. The Contractor shall be responsible for the subcontractor's compliance with these provisions.

## SECTION 6 - TECHNICAL SPECIFICATIONS

### 6-1 Background

King County maintains a Wide Area Network (KCWAN) that interconnects all but a few of the Local Area Networks (LANs) in the county. The KCWAN is centrally managed by the Network Services section of the Information and Telecommunications Services (ITS) Division. In order to maintain proper network operation, all interior and exterior WAN connections are controlled by Network Services. The individual LANs are managed either by Network Services or by network administrators on a departmental basis.

WAN service is currently provided to most LANs via various leased line (primarily Frame Relay) connections. In order to expand the range of LANs that can be connected to the KCWAN, alternative data transportation services are being considered. One of these is Digital Subscriber Line ("DSL") WAN Service. To ensure the security and reliable operation of the entire network, WAN connection services will be provided by Network Services. The services will be designed to realize efficiencies in ITS staffing levels and costs by combining the WAN needs of all King County agencies. Network Services will select specific WAN connection services for each LAN, depending on what will best suit their needs.

A DSL WAN service will be one of the selections and is expected to provide WAN connection for many smaller County offices and employee residences. The DSL WAN service will be made up of two components. The Uplink Component will be comprised of a high-capacity uplink, connecting a central concentrator/aggregator system with the KCWAN. The Uplink Component will be provided by a company that specializes in providing WAN network services, hereafter referred to as the Vendor. The Remote Site Component will be comprised of a DSL bridge or router, a DSL leased line, and central concentrator/aggregator equipment/services, monitoring, help desk, repair, and reporting functions. The Remote Site Component will be provided either by the vendor directly or by some other company (one that specializes in providing DSL data network services, hereafter referred to as a Carrier) acting under contract to the vendor.

### 6-2 Purpose

The purpose of this Request for Proposal is to solicit proposals from qualified vendors to provide both Uplink and Remote Site Components of the DSL wide area network service.

### 6-3 Service Description

#### A. General

This DSL WAN service, in addition to being secure must be easy to order, centrally manageable, reliable, and expandable to more than 100 sites. From an end-user (LAN) standpoint the service must provide: complete installation services, transparent Ethernet-based connection to the KCWAN, and continuous availability.

#### B. Uplink

The vendor will provide a high-capacity physical uplink to King County's central network facilities. All data network traffic to and from the sites will be combined over this single uplink.

- a. The vendor will deliver all data network traffic from DSL sites to King County over a single connection referred to as the Uplink.

- b. The vendor will deliver the uplink to either:

- i. The Key Tower, 24th Floor Computer Room, KCWAN racks; or
  - ii. The Westin Building, 19th Floor Fiber Meet-Me Room, King County Fiber Optic Patch Panel
- c. The vendor will deliver the uplink as either:
  - i. a standards-based Ethernet connection; or
  - ii. a standards based ATM connection.
  - iii. Ethernet is the preferred method.
- d. The vendor will provide all necessary technical assistance to interconnect the uplink and the KCWAN.
- e. The uplink must be able to combine the traffic from multiple Carriers.
- f. The uplink must be able to support combining designated groups of sites into a single logical connection (via bridge group, subnet, or other technique).
- g. The uplink must be able to support multiple logical connections (Virtual LANs ("VLAN") or Emulated LANs ("ELAN").
- h. The uplink must provide bandwidth sufficient for the initial and growth scenarios (per Subsections 6-3.k and 6-3.L).

#### C. Sites

The vendor will provide a DSL connection to each site specified by Network Services. Each remote location ("Site") will be an office of King County or other governmental agency, the place of business of a contract agency, the residence of a King County employee, or other facility involved in King County operations (e.g.: traffic signal, bus stop, etc).

- a. The vendor must be able to provide service from more than one DSL Carrier.
- b. Each Carrier, the vendor proposes, must provide service within at least some portion of King County limits, or adjacent counties.
- c. The vendor and/or carriers must be able to provide all the necessary hardware at each site.
- d. The vendor should minimize the variety of different site hardware provided in order to simplify future support requirements.
- e. The remote termination hardware at each site should provide one or more standards-based 10baseT Ethernet ports for LAN connections.
- f. The remote termination hardware at each site should be delivered by the Vendor's installation crew.
- g. The vendor and/or their carriers must be able to provide all necessary wiring at each site, including any necessary circuit extensions from the Point of Entry or Demarc to the designated hardware location within the site.
- h. The vendor must be able to provide on-site installation coordination.
- i. The vendor and/or the carrier installation staff will test and verify the correct operation of the DSL circuit and equipment on site; specifically including the ability to 'ping' a designated King County server at the Key Tower.
- j. The vendor will accept orders for service to a site based on the street address. Existing telephone numbers may not be a pre-condition for service.

#### D. Service Area

- a. Vendor will provide DSL WAN service on a 24 hour per day, 7 day per week basis.
- b. The Vendor and/or Carriers should be able to provide service to the majority of office buildings within King County.
- c. Possible service area extends to approximately a fifty (50) mile radius from downtown Seattle (and includes portions of Pierce, Snohomish and Kitsap counties).

#### E. Support

- a. The Vendor will provide technical assistance and cooperation in establishing and maintaining the uplink.
- b. The vendor will provide onsite support for resolution of connectivity problems between the KCWAN and the Vendor (i.e., Component A) when the connection problems cannot be resolved over the phone.
- c. The vendor will provide technical assistance and coordination in address assignment, software and hardware configuration concerning hardware provided by or owned by the vendor.
- d. The vendor will provide help desk staffing level information and personnel qualification profiles.
- e. The vendor will provide a help desk process for King County to report problems with this service 24 hours a day, 7 days a week.
- f. The vendor will make every attempt to respond to Network Services in the event of a report and confirm the nature of the problem. Problems of a non-emergency nature will be logged for resolution during normal working hours.
- g. The vendor will provide a guarantee of a maximum of 30 minutes support response call-back time during the hours of 8-5 Monday-Friday and maximum of 2 hours support response outside those hours.
- h. The vendor should provide help desk phone support 12 hours a day for initial installation at a site.
- i. The vendor will provide a level of trouble shooting adequate to confirm proper LAN configuration as well as vendor equipment operation & configuration.
- j. The vendor will provide help desk procedures to pass on problem notifications outside of the vendors resolution charter to the KC Help Desk and/or Network Services.
- k. The vendor will provide a system for tracking trouble reports, and notifying King County of their status.

#### F. Maintenance

- a. The vendor will provide that any connection outage will be repaired or brought to operating specification within 4 hours.
- b. The vendor will provide 2 business day minimum notification for scheduled downtime
- c. King County will be notified 7 days in advance of any major software or hardware upgrade to the DSL concentrator systems planned by the vendor.

#### G. Network Availability

- a. The vendor will provide that any uplink connection outage will be repaired or brought to operating specification within 4 hours. The vendor will provide that outages between the uplink and the DSL site will be repaired or brought to operating condition within 36 hours.  
$$[Network\ Availability = ((24hrs * days/month * sites) - (total\ outages\ in\ hours)) / (24hrs * days/months * sites)]$$
- b. Vendor's concentrator equipment and facilities will be on UPS or battery power backup.

#### H. Outage Compensation

- a. The vendor should provide credits on a pro-rated basis if the Network Availability falls below 99.5%.
- b. The vendor should provide credits on a pro-rated basis if any one site is down for 36 consecutive hours.

#### I. Billing

- a. The vendor will provide that invoice records for each site are available to Network Services upon request.
- b. The vendor will have the ability to separately invoice a minimum of 30 different departments or user groups.
- c. The vendor will have the ability to invoice directly to a single account within a Department.
- d. The vendor will have the ability to provide a single invoice for all service
- e. The vendor will provide a designated point of contact to address service and billing issues.
- f. The vendor will have the ability to reference a specific Purchase Order number and Line Item for each charge in the invoice.

J. Reporting

- a. The vendor will provide upon request a report in soft copy flat file format of all established service.
- b. The vendor will provide upon request a service monthly down time report on a percentage basis

K. Initial Population

- a. The DSL WAN service will support 100 initial sites
- b. The uplink service will support 100 initial sites at an average of 256Kbps without over subscription (thus, 25Mbps minimum).
- c. The vendor must propose a method to transfer the existing DSL service to (approximately fifteen (15)) NOC and EMS sites, provided through Covad Communications Company, to the vendor's solution. The the following are the existing King County DSL sites:

NOC:

BkG: 3961 1st Ave NW, Seattle WA 98107-4949 [Covad]  
 PH: 5309 47th Ave. SW, Seattle WA 98136 [Covad]  
 PA: 1811 3rd Ave W, Seattle WA 98119 [Covad]  
 MMcC: 6669 Holly Pl SW, Seattle WA 98136-1714 [Covad]  
 GP: 7125 Seward Park Ave S, Seattle WA 98118-3457 [Covad]  
 AW: 13533 NE 66th, Kirkland WA 98033-8601 [Covad]  
 RS: 840 W Nickerson #11, Seattle WA 98119-1455 [Covad]

EMS:

M4: 3215 S 152nd St, Seatac WA 98188-2116 [Covad]  
 M5: 1900 Lind SW, Renton WA 98055-4053 [Covad]  
 M6: 1049 D St NE, Auburn WA 98002-4000 [Covad]  
 M7: 20676 72nd Ave S, Kent WA 98032-2325 [USW]  
 M8: 3700 S 320th, Federal Way WA 98001-3114 [on order]  
 M11: 15635 SE 272nd St, Kent WA 98042-4234 [Covad]  
 MSO: 27015 16th Ave S/27010 15th Ave S, Federal Way WA [Covad]

L. Growth

- a. The DSL WAN service will be able to support growth in the number of sites to at least 400.
- b. The uplink service will be able to support growth in the number of sites to at least 400 at an average of 256Kbps without over subscription (100Mbps minimum)

M. Protocol Support

- a. The vendor service will support Ethernet (IEEE 802.3) for connection to the LAN.
- b. The vendor service will support TCP/IP protocols

N. Security

- a. The vendor and/or carriers will restrict physical access to the hardware or their facilities to their personnel or personnel escorted or otherwise monitored by them.
- b. The vendor must provide a Private network for King County. All traffic carried on this network will be King County's. Should it be necessary to merge King County traffic with that from other systems at any point, the merger must be such that no King County traffic can be exposed to any other customer organization; nor any other organization's traffic distributed to King County sites.
- c. There will be no direct connection to the Internet
- d. The vendor will only take orders, instructions, direction, configuration requests, etc from King County's ITS Network Services group.
- e. The vendor will keep any other contracts or agreements with other organizations and/or portions of King County separate from this arrangement.
- f. Any request from other portions of King County regarding DSL WAN service will be directed to the ITS Network Services group by the vendor.

## SECTION 7- PROPOSAL QUESTIONS

### 7-1 General

This section contains the Proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straight forward using clear, concise, easily understood language.

Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications and applicable standards and regulations. Failure to do so shall be at the proposers risk.

### 7-2 RFP Response

- A. Propose, by item as listed in 6-3 - Service Description, how you will meet, exceed, or otherwise address the County's goals.
- B. Provide example of the billing format you will use to conform with the terms. Provide a sample monthly statement showing current balance, payments received, credits issued and outstanding balances for invoices, which exceed the normal payment interval. Detail how billing disputes will be resolved.
- C. Describe two large DSL projects that you have implemented in the last year. Be specific and discuss the type of customer service provided, the number of connections or solution involved.
- D. Provide references from two customer groups you have provided WAN connections services for.
- E. Extra consideration will be given for online (Internet) solutions in the areas of Ordering, Billing, Reporting and Support.

### 7-3 Implementation Schedule

The vendor will propose a timeline starting at RFP award date to install Uplink and five (5) initial sites.

### 7-4 Technical Capability

#### A. Uplink:

- 1. How will the Uplink be delivered physically?
- 2. How will the Uplink be configured logically?
- 3. How will the Uplink be charged for and managed?
- 4. How will multiple Carriers be combined?

#### B. Sites:

- 1. How will service be ordered?
- 2. How will service be delivered?
- 3. How will service be charged for and managed?

#### C. Service Area

- 1. What geographic area will be served today? In the future?
- 2.
- 3.



D. Support

1. How will support be provided?
2. What are the qualifications of the support organizations and personnel?

E. Maintenance

1. How will the Uplink be maintained?
2. How will Site service be maintained?

F. Network Availability

1. What guarantee of Network Availability is being offered?
2. How will that guarantee be achieved?

G. Outage

1. How will the Network Availability be monitored?
2. What compensation will be provided?

H. Billing

1. Number of Departments that can be billed.
2. Minimum number of sites per Department.

I. Initial

1. Describe the method the vendor would use to incorporate the King County existing DSL sites into the new DSL network.

J. Virtual Private Network

King County may be interested in installing a Virtual Private Network solution with this DSL service. Describe any VPN solutions you offer and associated pricing. Note that VPN solutions may or may not be applied at all and they may be applied on a site by site basis.

7-5 Company and Product Information

A. Company information:

Company Name:  
Officers/principals names:  
Company address:  
Phone number:  
Fax number:  
Internet address:  
Local office, if different from above:  
Office manager name and phone number:  
    Local:  
    Regional:  
    Other:  
Sales representative name and phone number:  
    Local:  
    Regional:

Other:

B. When was the company incorporated? What state or province? What country?

C. Financial Information.

1. Supply financial information for the last two years. If the vendor is a publicly held company, audited statements are preferred. If the vendor is a privately held company and is selected as a finalist, it may be asked to provide a statement from an independent auditor who has reviewed its financial statements.
2. Supply an open Letter of Credit, or proof of another financing arrangement with an established bank, or certification by your principal financial officer or an independent accountant that financial resources are available to provide the services described within this document.
3. Supply the name, address, telephone and fax numbers of a contact in the company's financial or banking organization, and its auditor.

Contact:  
Address:  
Phone #:  
Fax #:

Auditor:  
Address:  
Phone #:  
Fax #:

4. Provide your company's annual revenue for fiscal years 1997, 1998, and 1999.
5. Provide your company's revenue projections for fiscal year 2000 and 2001.
6. Provide your revenue of this service product for fiscal years 1997, 1998, and 1999.
7. Provide your revenue projections for this service for fiscal years 2000 and 2001.

D. Employee Information

1. How many employees does your company employ?
2. List the number of employees, by position, in each of your local, regional, and other offices.
3. Of your technical support people, how many support the service?

E. Product Information

1. Product name, version number.
2. List the annual sales for this service product for the past three years.
3. Is your source code in escrow? If yes, where?

F. Warranty

1. What is the length of the service warranty?
2. What is included in the warranty. Support, maintenance/updates, on-site repair, other?

3. What is the limit of support under the warranty?
4. When does the warranty period start?

G. Client References

1. The proposer shall provide at least to (2) references of current or recent customers of the proposed service. Use Exhibit No. 1. King County reserves the right to contact other known customers of the software.

**EXHIBIT NO. 1**

**RFP 00-039  
REFERENCES**

PROPOSER: \_\_\_\_\_  
Type or print company name

Provide at least two (2) references for whom Proposer has recently provided the services similar to those required in this proposal.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact name and position: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Date and description of software and services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact name and position: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Date and description of software and services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact name and position: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Date and description of software and services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A**

**PROPOSAL RESPONSE FORM**

**RFP NO: 00-039**

**Proposer's Declarations and Statement of Understanding**

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that addenda numbers \_\_\_\_\_ through \_\_\_\_\_ have been delivered and have been taken into account as part of this Proposal, and that all addenda issued are hereby made part of our Proposal.

Proposer hereby designates \_\_\_\_\_, Telephone No: \_\_\_\_\_  
as the person to contact for additional information about our Proposal.

E-Mail Address: \_\_\_\_\_ Fax No: \_\_\_\_\_

**DECLARATION**

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: ☐ Corporation; ☐ Partnership; ☐ Sole Proprietor; ☐ Other \_\_\_\_\_

Identify: State of Incorporation: \_\_\_\_\_

Provide one: Federal Tax Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Identify: UBI Number \_\_\_\_\_ Business License Number \_\_\_\_\_

What is the official name registered with the IRS for this number: \_\_\_\_\_

- [ ] Proposer accepts all Contractual terms and conditions.
- [ ] Proposer does not accept all contractual terms and conditions. Explanation must be included with proposal and may impact vendor selection.

Firm \_\_\_\_\_ Name:

Address: \_\_\_\_\_

City, \_\_\_\_\_ State, \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Number: \_\_\_\_\_

Authorized \_\_\_\_\_ Signature: \_\_\_\_\_

Printed \_\_\_\_\_ Name: \_\_\_\_\_

**ATTACHMENT B**

**PRICE PROPOSAL FOR RFP NO. 00-039**

**RFP SUBJECT DSL SERVICE**

The Proposer agrees to furnish and install the equipment and provide the services in accordance with the specifications and addenda issued under the above RFP.

**PRICING:**

Provide a pricing schedule that includes but is not restricted to the following:

1. State all price levels.
2. State how volume discounts will be applied in terms of initial and incremental service levels.
3. Provide a description of task and any charges pertaining to support of the service not previously described in this RFP.
4. State all bandwidth levels or technologies of DSL service that can be provided and associated pricing.

Prompt payment discount offered: Percentage: \_\_\_\_\_ Days: \_\_\_\_\_

Standard payment is net 30 days. Evaluation will be at the discounted prices if the time for the discount is 20 days or more.



## ATTACHMENT C

# Personnel Inventory Report

Legal name of business \_\_\_\_\_ Telephone No: \_\_\_\_\_

dba (if applicable) \_\_\_\_\_

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

IRS Employer Identification Number: \_\_\_\_\_

Do you have any employees? No \_\_\_ Yes \_\_\_

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers \_\_\_\_\_. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): \_\_\_\_\_.

Do any of your employees belong to a union and/or do you use an employee referral agency? No \_\_\_ Yes \_\_\_

If yes, list the unions and/or employee referral agencies with whom you have agreements: \_\_\_\_\_.

If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

\* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: \_\_\_\_\_ If no employees, write "0."





# Personnel Inventory Report

## SUPPLEMENTAL FORM

Use this form as necessary to report the total work force.

Legal name of business \_\_\_\_\_ Telephone \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services Division at (206) 296-4210 or the King County M/WBE and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.



## ATTACHMENT E

# Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action  
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or Contractor who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, Contractor, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- \_\_\_\_\_.
- D. Contractor will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:

1. **Personnel Inventory Report:** This report shall include a

breakdown of the employer workforce showing race, sex and handicapped and other minority data.

2. **Monthly Utilization Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is

a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.

I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.

K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.

L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: \_\_\_\_\_  
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: \_\_\_\_\_  
Name (type or print) Title Phone Signature

**VALID ONLY IF NOTARIZED**

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

\_\_\_\_\_  
Signature of notary public)

\_\_\_\_\_  
(Printed name of notary public)

**Notary Public in and of the state of** \_\_\_\_\_

My appointment expires:

\_\_\_\_\_

**ATTACHMENT G**

**CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM**

**RFP NO: 00-039**

**(Complete if applicable. If not, mark N/A –“Not Applicable”)**

1. Identify current or former employees of the County involved in the preparation of this Proposal or the anticipated performance of the work or services to be provided on this contract.

Name of current or former Employee: \_\_\_\_\_

Date of Last Employment with the County: \_\_\_\_\_

2. The Contractor is responsible for notifying the County's project manager of current or former County employees who become involved in the contract any time during the term of the contract:

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT N**

### **504/ADA ASSURANCE OF COMPLIANCE**

#### **Instructions**

1. The 504/ADA Self-Evaluation form will help you evaluate your organization's or firm's programs and services, employment, and facilities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire and keep it on file at your office. Do not return it with your contract.
2. Complete the 504/ADA Assurance of Compliance form. If your organization or firm is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance and the date these actions will be completed.
3. Sign the 504/ADA Disability Assurance of Compliance and send the original back with your contract. Please keep a copy of your 504/ADA Disability Assurance of Compliance on file in your office for use during on-site reviews. You will be notified at least one week in advance of any scheduled review. (Note: This form may be used as an exhibit for other King County contracts for two years from the date the form is completed.)
4. Note that the "Quick Look" Barriers Checklist only pertains to the main office of a construction company, not the construction sites. Firms that provide services outside their office do not need to write a corrective action plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities who cannot access the office. However, physical access must be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.
5. If you have questions regarding this process, or if you require the 504/ADA Self-Evaluation Questionnaire and 504/ADA Disability Assurance of Compliance in an alternate format, please contact a King County 504/ADA Disability Compliance Specialist at 206-296-7592 (voice) or 206-296-7596 V/TTY, or by e-mail at: [Civil-Rights.OCRE@metrokc.gov](mailto:Civil-Rights.OCRE@metrokc.gov)

#### **504/ADA General Information**

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and The Americans with Disabilities Act of 1990 (ADA) require that King County and all organizations and firms contracting with King County, except those providing tangible goods, comply with the 504/ADA accessibility requirements.

504 and ADA define disability as anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech impairments; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; developmental disability; multiple sclerosis; and alcohol and/or drug addiction.

## DISABILITY RESOURCE LIST

**Note:** Inclusion in this resource list does not constitute endorsement by King County Government, nor does omission imply non-endorsement. Our goal is to provide you with information on some key resources available. Please contact us if you know of a useful resource missing from this list.

### **Governor's Committee on Disability Issues and Employment (GCDE)**

Advises and informs the Governor, state and local governments, the business community, and the disability community on ADA and other issues related to disability policy. Spokane: 509-532-3149; Olympia: 360-438-3168.

### **Northwest Disability Business Technical Assistance Center (NWDBTAC)**

Provides information, technical assistance, and training on the ADA. P.O. Box 9046, Olympia, WA 98507-9046; 360-438-3168 V; M/S: 6000; 360-438-3167 TTY; 800-949-4232 V/TTY; 360-438-3208 Fax.

### **ADA Technical Assistance Hotline (U. S. Dept. of Justice)**

Provides free technical assistance and informational materials to people with disabilities, businesses, state and local government agencies, and the general public to help them understand their rights and responsibilities under Titles II and III of the ADA. 800-466-4232 V/TTY.

<http://www.usdoj.gov/crt/ada/>

### **Job Accommodations Network (JAN)**

An international toll-free consulting service that provides information about job accommodations and the employability of people with disabilities. JAN also provides information regarding the ADA. PO Box 6080, 918 Chestnut Ridge Road, Suite 1, Morgantown, West Virginia 26506-6080; JAN--ADA Information 800-526-7234 V/TTY; 800-ADA-WORK V/TTY; 800-232-9675 V/TTY; <http://janweb.icdi.wvu.edu/>

### **Emergency Procedures for Employees with Disabilities in Office Occupancies**

This procedural guideline is published with funding from the US Fire Administration and developed by the National Institute of Standards and Technology with assistance from the National Task Force on

Life Safety and People with Disabilities. United States Fire Administration, 16825 South Seton Avenue, Emmitsburg, Maryland 21727.

### **Sprint Washington Telecommunications Relay Service (TRS)**

500 108<sup>th</sup> Avenue, NE, Ste 800; Bellevue, Washington 98004; Relay Services: 800-833-6388 TTY; 800-833-6384 Voice.

### **Telecommunications Access Service (TAS), Washington State TTY Loan Program, Department of Social and Health Services [DSHS]**

While primarily a source of loaned TTYs for qualified state residents on a sliding fee scale, used and reconditioned TTYs are given, free of charge, to non-profit organizations on a first come, first served basis. PO Box 45301, OB-42; Olympia, Washington 98504-5301; 800-422-7941 TTY; 800-422-7930 Voice.

### **Producing Materials in Alternative Formats**

Agency guide provides information on producing materials in large print, on audio tape or computer disk, and Braille. Governor's Committee on Disability Issues and Employment, PO Box 9046, MS 6000, Olympia, WA 98507-9046.

### **Producing Materials in Alternative Formats**

Agency guide provides information on producing materials in large print, on audio tape or computer disk, and Braille. Governor's Committee on Disability Issues and Employment, PO Box 9046, MS 6000, Olympia, Washington 98507-9046.

### **King County Office of Civil Rights Enforcement**

Disability Compliance Specialist, King County Courthouse, 516 Third Avenue, Room E-224, Seattle, WA 98104-2321; 206-296-7592 V, 206-296-7596 V/TTY; 206-296-4329 Fax; e-mail: Civil-Rights.OCRE@metrokc.gov

# 504/ADA SELF-EVALUATION QUESTIONNAIRE

## General Requirements

Please check the boxes with the appropriate answers. If necessary, attach additional pages of explanation. **If you have fewer than 15 employees, please skip the first section and start with "Program Access."**

	YES	NO	N/A
Do you have a 504/ADA coordinator? If so, who?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name _____ Title _____ Phone _____			
Do you have an internal grievance procedure that incorporates due process standards and allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a policy that provides for notifying participants, beneficiaries, applicants, employees (including those with vision and hearing disabilities), unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have you notified these individuals of your nondiscrimination policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Program Access

Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and interviews will be held in accessible locations and that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a Teletypewriter (TTY), or do you use the Washington Telecommunications Relay Service to facilitate communication with individuals who use TTYs for communication purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY and other effective means of communicating over the telephone with people with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Program Access (cont'd.)

	YES	NO	N/A
Do you make available, upon request, written material in alternate formats for people who have vision disabilities? Examples include, but are not limited to, Braille, audiocassette tapes, and large print.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are printed posters, announcements, and printed materials, including graphics, clearly legible and placed in physically accessible locations where small print can be read from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If you have a mailing list for the purposes of information dissemination, does it include different disability groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are your TTY number and procedures for accessing your services printed on all material distributed to the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a policy and procedure for safely evacuating people with disabilities from your facility(s) during an emergency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Employment and Reasonable Accommodation

When gathering affirmative action data regarding disabilities, do you make it clear that: (1) the information requested is intended for use solely in connection with reporting requirements; (2) the information is voluntary; (3) the information will be kept confidential; and (4) refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you make pre-employment inquiries or conduct pre-employment medical examinations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so, is the inquiry related to the applicant's ability to perform the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you condition offers of employment on the results of these examinations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you require this examination for all employees in the same job classification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all applicants in the same job classification asked the same medical and/or interview questions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

504/ADA requires that information obtained concerning the medical condition or history of an applicant must be kept separate from personnel records and may be shared in only three ways: (1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s); (2) first aid and safety personnel may be informed if the condition might require emergency

## Employment and Reasonable Accommodation (cont'd.)

	YES	NO	N/A
treatment; and (3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request. Do you have a written policy stating the above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to applicants and employees with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

Is the building(s) where your business is located barrier-free?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If you checked no to any of the items on the checklist, would these areas prevent an individual with a disability from accessing your program(s) or service(s)? If yes, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**This 504/ADA Self-Evaluation Questionnaire was completed by:**

Signature

Date

Phone Number

## “QUICK LOOK” BARRIERS CHECKLIST

This checklist is designed to give a quick appraisal of potential problem areas for accessibility. For detailed review standards, refer to the Washington State Administrative Code (WAC) 51-40-1100, Chapter 11—Accessibility.

	YES	NO	N/A
<b>Building Access</b>			
Are 96” wide parking spaces designated with a 60” access aisle?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are parking spaces near main building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a “drop off” zone at building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the gradient from parking to building entrance 1:12 or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the entrance doorway at least 32 inches wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the door handle easy to grasp?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the door easy to open (less than 8 lbs. pressure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are other than revolving doors available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Building Corridors</b>			
Is path of travel free of obstruction and at least 36 inches wide for an individual who uses a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is floor surface hard and not slippery?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do obstacles (phones, fountains) protrude no more than four inches?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are elevator controls low enough (48”) to be reached from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are elevator markings in Braille?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does elevator provide audible signals for the blind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does elevator interior provide a turning area of 51” for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Restrooms</b>			
Are restrooms near building entrance/personnel office?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do doors have lever handles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are restroom entrance doors at least 32” wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is restroom large enough for wheelchair turnaround (51” minimum)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are stall doors at least 32” wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are grab bars provided in toilet stalls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are sinks at least 30” high with room for a wheelchair to roll under?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are sink handles easily reached and used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are soap dispensers and towels, no more than 48” from the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Personnel Office</b>			
Are doors at least 32” wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the door easy to open?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the threshold no more than 1/2” high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the path of travel between furniture wide enough for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodation and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

**YES                      NO**

**According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, (company name)\_\_\_\_\_ is in compliance with 504/ADA.**

☐
☐

**If the above response is no, the following corrective actions will be taken:**

### Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

#### General Requirements

Actions To Be Taken

Completion Date


(continued on next page)

## 504/ADA DISABILITY ASSURANCE OF COMPLIANCE (cont'd.)

### Program Access

Actions To Be Taken

Completion Date


### Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date


### Physical Accessibility

Actions To Be Taken

Completion Date


**I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.**

Contractor: \_\_\_\_\_  
Company Name                      Street Address                      City                      State                      Zip

Authorized Signer: \_\_\_\_\_  
Name (type or print)                      Title                      Phone

\_\_\_\_\_  
Signature